

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

RINNIGADE ART WORKS, individually
and behalf of all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO. 1:20-CV-10867-IT

**THE HARTFORD FINANCIAL
SERVICES GROUP, INC.; HARTFORD
FIRE INSURANCE COMPANY; AND
TWIN CITY FIRE INSURANCE
COMPANY,**

Defendants.

LOCAL RULE 16.1 JOINT SCHEDULING STATEMENT

Pursuant to Local Rule 16.1(d) and the Court's Notice of Scheduling Conference dated June 1, 2020 (Dkt. # 8), as amended by the Court's Order dated June 15, 2020 (Dkt. # 15), the parties have conferred as required, and hereby jointly submit their summary of the case and proposed pretrial discovery schedule.

A. SUMMARY OF THE CASE

Plaintiff's Version

Plaintiff Rinnigade Art Works brings this class action on behalf of itself and all others similarly situated against Defendants The Hartford Financial Services Group, Inc., Hartford Fire Insurance Company and Twin City Fire Insurance Company (collectively, "Defendants" or "The Hartford") for failure to provide "Business Income" coverage, "Extra Expenses" coverage, "Business Income from Dependent Properties" coverage and "Civil Authority" coverage for covered losses and expenses associated with the suspension of operations due to the novel coronavirus (hereinafter "COVID-19") and/or the actions of civil authorities prohibiting access

to and occupancy of Plaintiff's business and other similarly situated businesses. Plaintiff alleges that its insurance policy and others like it issued by The Hartford provide coverage for all such losses and expenses and that no such losses or expenses are excluded from coverage. Based on these allegations, Plaintiff asserts claims on behalf of itself and all others similarly situated for declaratory relief, breach of contract, and violation of Massachusetts General Laws, Chapters 93A and 176D.

Although The Hartford seeks to delay the Scheduling Conference, and, by extension, forward progress in this case, as it reported in papers it filed with the Judicial Panel for Multi-District Litigation, it is pursuing "dispositive motions" in similar cases pending in other jurisdictions. *In re: COVID-19 Business Interruption Protection Insurance Litigation*, MDL No. 2942, Dkt. # 425, at 2-3. As such, it would be fundamentally unfair to Plaintiff to delay the Scheduling Conference, or any proceedings in this case, while The Hartford proceeds with other cases of its choosing elsewhere.

Defendant's Version

This is one of more than 100 lawsuits, including nearly forty purported class actions, filed in courts around the United States against the Hartford Financial Services Group (HFSG) and/or subsidiary insurers, arising from alleged business interruption losses caused by the novel Coronavirus.

Two petitions for coordination and consolidation under 28 U.S.C. §1407 have been filed in connection with this Covid related insurance litigation. The Judicial Panel for Multi-District Litigation will hold a hearing on these petitions on July 30, 2020. Insurers, Amici, and many policy holders – including Rinnigade, the Plaintiff here – have argued against the creation of an MDL.

Twin City denies that it owes coverage to Rinnigade, and denies that the proposed classes, or any classes, can be certified under Fed. R. Civ. P. 23. It has filed a motion to dismiss Plaintiff's class allegations brought on behalf of putative class members residing outside the Commonwealth of Massachusetts. It may file dispositive motions as permitted by Rule 12 and/or Rule 56 as circumstances warrant. The other two Defendants, HFSG and Hartford Fire Insurance Company (HFIC), have filed motions to dismiss pursuant to Fed. R. Civ. P. 12(b)(1), 12(b)(2) and 12(b)(6). They are not proper parties to this action.

Twin City proposed to Rinnigade that this Conference be adjourned by sixty (60) days, given the unsettled procedural status of the Covid litigation. Plaintiff is anxious to move this case forward. The dates proposed by Twin City below will allow for resolution of the motions filed by it, HFSG, and HFIC, and for the orderly completion of discovery, including potential informal coordination of parallel cases pending in different federal courts. *See Federal Judicial Center, Manual for Complex Litigation*, 4th Ed., pp. 227-241 (2004). Twin City believes that this case should be regarded as complex, as it will involve a host of legal and factual issues relating to Rinnigade's claim, as well as to class certification for Massachusetts-based purported class members.

PROPOSED DISCOVERY PLAN

The parties submit the below competing proposals for a pretrial discovery schedule, which is without prejudice to any party seeking an extension from the Court. Counsel for the parties will be prepared to discuss the reasoning for their respective proposals with the Court at the Scheduling Conference.

AGENDA ITEM

Plaintiff's Proposal

Defendants' Proposal

Initial disclosures served by both parties pursuant to Fed. R. Civ. P. 26(a)(1).

August 14, 2020

September 14, 2020

<u>AGENDA ITEM</u>	<u>Plaintiff's Proposal</u>	<u>Defendants' Proposal</u>
Joinder of additional parties	December 4, 2020	August 14 ,2020
All requests for production of documents, interrogatories and requests for admission relevant to the issue of class certification must be served by	December 4, 2020	May 3, 2021
All discovery, other than expert discovery, relevant to the issue of class certification, including depositions, must be completed by	February 5, 2021	July 1, 2021
Plaintiffs' motion for class certification must be filed by	February 19, 2021	August 2, 2021
Defendant(s) to depose Plaintiff's experts		45 days after service of expert report(s)
Defendant(s)' response(s) in opposition to Plaintiff's motion for class certification		October 18, 2021
Defendant(s)' expert report(s) in opposition to Plaintiff's motion(s) for class certification		October 18, 2021
Plaintiff to depose Defendant(s)' experts		45 days after service of Defendant(s)' expert reports
A status conference will be held on	_____, 202__	
All requests for production of documents, interrogatories and requests for admission must be served by	February 19, 2021	TBD
Plaintiff's trial experts must be designated, and the information contemplated by Fed.Civ.P. 26(a)(2) must be disclosed by	February 19, 2021	TBD
Plaintiff's trial experts must be deposed by	March 19, 2021	TBD
Defendants' trial experts must be designated, and the information contemplated by Fed.Civ.P. 26(a)(2) must be disclosed by	February 26, 2021	TBD

<u>AGENDA ITEM</u>	<u>Plaintiff's Proposal</u>	<u>Defendants' Proposal</u>
Defendants' trial experts must be deposed by	March 24, 2021	TBD
All discovery must be completed by	March 31, 2021	TBD
Last Day to File Dispositive Motions	March 31, 2021	TBD
Initial Pretrial Conference. An initial pretrial conference will be held. The parties shall prepare and submit a pretrial memorandum in accordance with Local Rule 16.5(d) five business days prior to the date of the conference.	June 18, 2021	TBD

B. OTHER AGENDA ITEMS

The parties have reached agreements on the following items:

<u>EVENT</u>	<u>PARTIES' AGREEMENT</u>
Discovery limits	The parties agree to meet and confer if more discovery than permitted by the current limitations on discovery under the Federal Rules or Local Rules is necessary. The parties agree to comply with the time limits imposed on depositions pursuant to Fed. R. Civ. P. 30.
Location of depositions	The parties agree to meet and confer as to the location of all depositions at the time they are noticed and in light of potential COVID-19 travel restrictions. Twin City may wish to cross notice depositions in multiple cases.
Electronic discovery	In light of the fact that the discovery of electronically stored information will be necessary in this case, the parties will meet and confer on the form of a proposed protocol for the treatment and production of electronically stored information for the Court's approval.
Trade secret or proprietary information	In light of the fact that disclosure of confidential personal information, trade secrets, proprietary and other confidential commercial information may become necessary in this case, the parties will meet and confer on the form of a proposed protective order for the Court's approval.

C. SETTLEMENT DEMAND

As required by Local Rule 16.1(c), Plaintiff provided Defendants with a written settlement demand on July 7, 2020. Twin City – the only proper Defendant in The Hartford’s view – responded on July 14, 2020.

D. ADR

The parties have been advised of alternative dispute resolution in accordance with Local Rule 16.1 (d)(3).

E. MAGISTRATE JUDGE

Pursuant to Local Rule 16.1 (b)(3), the parties do not consent to trial by magistrate judge at this time. The parties request a trial by jury on all claims so triable.

F. CERTIFICATIONS

The parties’ Local Rule 16.1 (d)(3) certifications will be filed separately.

Dated: July 14, 2020

Respectfully submitted,

/s/ Patrick J. Sheehan

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